

Aug 28 12 46 PM '03

PREPARED BY AND RETURN TO:
 BancorpSouth Bank
 ATTN: Jeff Fowler
 P.O. Box 38
 7125 Airways Boulevard
 Southaven, MS 38671

BK 1816 PG 27a
 W.E. DAVIS CH. CLK.

MODIFICATION OF PROMISSORY NOTE AND DEED OF TRUST

(NOTE TO RECORDING CLERK: RECORD THIS INSTRUMENT AS A MODIFICATION TO THE INSTRUMENT PREVIOUSLY RECORDED IN YOUR OFFICE IN REAL ESTATE DEED OF TRUST BOOK 1444, PAGE 552.)

THIS AGREEMENT entered this the 4th day of August, 2003, by and between Solberg Properties, A Tennessee General Partnership hereinafter "Mortgagor" and BancorpSouth Bank of 7125 Airways Boulevard, Southaven, MS 38671, hereinafter "Mortgagee".

WHEREAS, on December 31, 2001 Mortgagor executed a Promissory Note payable to the order of Mortgagee in the principal amount of \$550,000.00 which Note provided that the principal sum would bear interest at the rate specified in said Note. Said Note authorizes by its terms renewals, extensions, modifications, and/or refinancing thereof.

WHEREAS, the said Promissory Note was secured by a Deed of Trust of record in DeSoto County Chancery Clerk's Office, recorded in Book 1444, Page 552;

WHEREAS, Mortgagee is the Holder of the Note secured by the Deed of Trust; and

WHEREAS, the parties hereto desire to modify the terms of the loan of said Promissory Note and above Deed of Trust to reflect certain amendments and modifications thereto.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other goods and valuable consideration herein contained and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agreed as follows:

1. The following modifications to the Note shall be effective as of August 4, 2003 (the "effective date");
2. The Promissory Note has a present unpaid balance as of the effective date of \$477,505.38;
3. The interest rate on the unpaid balance of Principal of the Note shall be Prime floating with a cap of 4.85%;
4. The unpaid balance of principal and accrued interest shall be payable under the terms of this modification as follows:

In 59 equal monthly payments of Five Thousand Seven Hundred Sixty Seven Dollars and Sixty Two Cents (\$5,767.62) beginning September 5, 2003 and on the 5th of each and every month thereafter with a final balloon payment of all remaining principal and interest on August 5, 2008 (the "Maturity Date").

5. The lien of the Deed of Trust shall be modified to the newly modified Maturity Date, plus any additional term permitted by law. The terms and conditions of Deed of Trust are incorporated herein by reference as if copied and set forth herein verbatim. All terms and conditions of said Deed of Trust not herein modified shall remain in full force and effect.

6. Mortgagor expressly waives all right of homestead exemption, the statutory right of redemption, and the equity of redemption, and the statutory right of redemption, and relinquishes all right of dower and courtesy in the property described in the Deed of Trust, and further waives releases and relinquishes all other rights or exemptions of every kind.

7. This instrument is intended to be a modification of the same indebtedness or obligations. Except as specifically set forth in this modification agreement, the terms, conditions and provisions of the Note and Deed of Trust shall not be affected, modified, altered or impaired in

any manner, including but not limited to the lien, priority, and/or validity of the Deed of Trust. It is the express intention of the parties that except as specifically set forth herein, the original terms of the Note and Deed of Trust are hereby ratified and confirmed and shall continue to remain in full force and effect and this modification is intended as a limited modification only and not as a novation or said Note nor a new obligation. All prior Notes or other forms of obligations or indebtedness secured by the Deed of Trust shall remain in full force and effect.

8. Mortgagee covenants that it is the owner and holder of the said note and that neither the Note nor the Deed of Trust securing indebtedness, or any interest therein, has been sold, pledged, or hypothecated.

WITNESS the signatures of the parties hereto on the day and date first written above.

Solberg Properties, A Tennessee General Partnership

By: [Signature]
Ronald A Solberg, General Partner

By: [Signature]
Patricia A. Solberg, General Partner

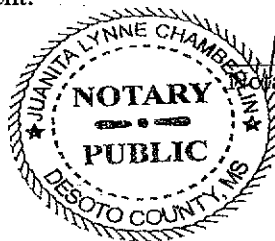
BancorpSouth Bank

By: [Signature]
Jeff Fowler, President

State of Mississippi
County of Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of August, 2003, within my jurisdiction, the within named Ronald A. Solberg, General Partner of Solberg Properties, A Tennessee General Partnership, who acknowledged that he executed the above and foregoing instrument.

My commission expires:
MY COMMISSION EXPIRES
JANUARY 14, 2007



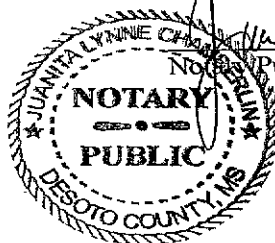
[Signature]
Notary Public

State of Mississippi
County of Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of August, 2003, within my jurisdiction, the within named Patricia A. Solberg, General Partner of Solberg Properties, A Tennessee General Partnership who acknowledged that she executed the above and foregoing instrument.

My commission expires:
MY COMMISSION EXPIRES
JANUARY 14, 2007

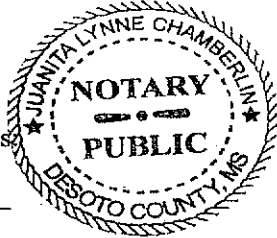
State of Mississippi
County of Desoto

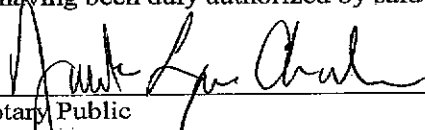


[Signature]
Notary Public

State of Mississippi
County of Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4tht day of August, 2003, within my jurisdiction, the within named Jeff Fowler, who acknowledged that he is President at BancorpSouth Bank, and that for on behalf of said bank and as its act and deed, he executed the above and foregoing instrument, after having been duly authorized by said bank so to do.




Notary Public

My commission expires

MY COMMISSION EXPIRES
JANUARY 14, 2007